

AGREEMENT BETWEEN  
CITY OF NORTHFIELD  
AND  
GOVERNMENT WORKERS UNION, LOCAL 430  
FOR  
WHITE COLLAR EMPLOYEES

FOR THE PERIOD JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

Execution Draft

## TABLE OF CONTENTS

ARTICLE	PAGE(S)
Preamble.....	1
I Recognition and Definition of Terms .....	2
II Term of Agreement .....	4
III Dues Deduction and Agency Shop.....	5
IV No Discrimination .....	7
V Union Rights .....	8
VI Management Rights.....	9
VII Seniority and Probationary Period.....	12
VIII Hours of Work.....	14
IX Holidays .....	16
X Vacation Leave.....	18
XI Sick Leave.....	22
XII Leave of Absence, Military, Family and Bereavement Leave .....	28
XIII Personal Leave .....	31
XIV Overtime.....	32
XV Travel .....	33
XVI Call in Pay .....	34
XVII Personnel Practices.....	35
XVIII Disciplinary Action .....	36
XIX Grievance Procedure .....	38
XX Wages.....	42
XXI Workers' Compensation .....	44

XXII	Health Benefits.....	45
XXIII	Longevity.....	49
XXIV	Layoff Procedure.....	51
XXV	No Strike Pledge.....	52
XXVI	Health and Safety .....	53
XXVII	Jury Duty .....	54
XXVIII	Work Rules.....	55
XXIX	Fully Bargained Provisions .....	57
XXX	Severability.....	58
XXXI	Temporary Assignment Pay.....	59
	Endorsements .....	60
	Exhibit "A" .....	61
	Rider.....	62

**PREAMBLE**

A. This Agreement is made on the 5<sup>th</sup> day of September, 2013 between the City of Northfield, New Jersey (hereinafter referred to as Employer) and the Government Workers Union, Local 430 (hereinafter referred to as Union).

B. This Agreement has as its purpose the following objectives:

1. To achieve and thereafter maintain a harmonious relationship characterized by mutual respect and cooperation.
2. The establishment of an equitable, peaceful and fair procedure for the resolution of grievances.
3. The establishment of rates of pay, hours of work and other terms and conditions of employment.

C. The Employer and the Union enter into this Agreement with the expectation that its implementation will enhance the ability of both to serve the interests of its constituents.

D. The parties recognize and endorse the responsibility of the Employer to provide the highest quality service to its residents. The parties further subscribe to the traditional principles of professional ethics.

E. The Employer and the Union have entered into collective negotiations and mutually agree to as follows:

**ARTICLE I**  
**RECOGNITION AND DEFINITION OF TERMS**

A. In accordance with a Certification of Representation issued by the State of New Jersey Public Employment Relations Commission dated November 3, 2000 under Docket No. RO-2001-15, the Employer recognizes the Union as the sole and exclusive representative for all of the employees in the following classification:

**Included:** All regularly employed white collar employees and by way of PERC Agreement for recognition under Docket #RO-2010-089 School Crossing Guards whose terms and conditions of employment shall be set forth in a Rider Agreement appended to this agreement.

**Excluded:** All managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, professional employees, police employees, casual employees and all other employees of the City of Northfield.

The specific white collar Job Classifications covered under this Agreement are listed on Exhibit "A" to this Agreement.

B. The Employer and the Union recognize the rights and obligations of the parties to negotiate rates of pay, hours of work, grievances and other terms and conditions of employment and to administer this Agreement on behalf of covered employees, and that such administration shall be free from discrimination and apply equally to all employees in the bargaining unit and without regard to membership or choice of non-membership in the Union.

C. **DEFINITION OF TERMS:**

1. Unless otherwise indicated to the contrary, the following terms, when used herein shall be defined as follows:
  - a. **Employees** - refers to workers in a job title included in the bargaining unit as described in Article I, section A (1) above.
  - b. **Union** - refers to the Government Workers Union, Local 430.
  - c. **Employer** - refers to the City of Northfield, New Jersey.
  - d. **Management** - refers to municipal employees with supervisory authority over employees in this bargaining unit.
  - e. **Authorized Representatives** - refers to Union Representatives and the Employer representatives who are officially authorized by virtue of position and/or delegated authority to insure the correct and proper implementation of the terms contained herein.
  - f. **Emergency** - refers to a sudden and generally unexpected occurrence demanding immediate action.

## ARTICLE II

### TERM OF AGREEMENT

- A. This Agreement shall be effective as of January 1, 2013 and remain in full force and effect through December 31, 2015, nevertheless, only wages shall be subject to retroactivity from the date of execution of this contract back to January 1, 2013. All other terms shall be effective as of the execution date of this Agreement except as otherwise specifically provided for herein.
- B. This Agreement shall be automatically renewed unless either party notifies the other, in writing, ninety (90) calendar days prior to the Agreement's expiration date, that it desires to commence negotiation on a successor Agreement.
- C. In the event that such notice is given, negotiations shall commence no later than sixty (60) days prior to the Agreement's expiration date. All terms of this Agreement shall continue and remain in full force and effect during the period of negotiation and thereafter until such time as a new Agreement is executed and becomes effective.

## ARTICLE III

### **DUES DEDUCTION AND AGENCY SHOP**

#### **PART A: DUES DEDUCTION**

- A. The Employer agrees to deduct Union dues from the salaries of bargaining unit employees subject to this Agreement in accordance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15, 94 as amended.
- B. Membership dues deduction shall be made for each employee who request, in writing, that such deduction be made. The deduction for each employee shall commence thirty (30) days after the employee has submitted a properly dated authorization card supplied by the Union. Members shall be eligible to withdraw such authority during January and July of each year as prescribed by law.
- C. All deductions under this Article shall be made, together with a list of names for whom deductions were made, with one-half of the deduction taken from the first pay of each month and one-half of the deduction taken from the second pay of each month and remitted within fifteen (15) days to the Union office c/o Secretary/Treasurer, Government Workers Union, 18 South Second Street, P.O. Box 664, Hammonton, New Jersey 08037.
- D. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action taken in making deductions and remitting same to the Union pursuant to this Article.

## **PART B: AGENCY SHOP**

- A. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and to transmit the fee to the majority representative.
- B. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
- D. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union as provided for by law. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.
- E. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the City or in reliance upon the notification of the Union.

## ARTICLE IV

### **NO DISCRIMINATION**

- A. The Employer and the Union agree that each provision of this Agreement shall apply equally to all covered employees and that there shall be no harassment or intimidation of, interference with, or illegal discrimination against an employee because of: age, sex, race, creed, skin color, national origin, nationality, ancestry, marital or civil union status, disability, handicap, genetic information, affectional or sexual orientation, blood trait, political activity, Government States or State Armed Services activity, Union activity or non-Union membership or any other protected class under law. Harassment shall also include sexual harassment.
- B. All references to employees in this Agreement refer to both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.

## ARTICLE V

### UNION RIGHTS

- A. Designated agents of the Union, who are not employees of the City, may be permitted to visit employees during working hours, at their work stations, for the purpose of discussing Union representation matters, as long as such right is reasonably exercised and providing further that there is no undue interference with the City's work by such agents and providing prior notification has been provided to the Mayor or his designee no later than the workday preceding the proposed meeting.
- B. Members of the bargaining unit, who, by mutual agreement between the Union and the City, participate during working hours in conferences and meetings with the City which involve or derive from its collective bargaining agreement, shall suffer thereby no loss of pay. They shall give the Mayor or his designee reasonable notice in advance of their desire to attend such meetings. It is understood, however, that except for the foregoing, nothing shall be done which shall interfere with the work of any City employee and/or Department. The Union agrees to take all steps necessary to ensure that this time is within reasonable limits.
- C. The Employer shall provide the Union with bulletin board space at the City garage for the purposes of posting notices and information pertaining to Union business. No material which constitutes political campaign materials shall be posted on the bulletin board.

## ARTICLE VI

### MANAGEMENT RIGHTS

A. It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, is a right and responsibility of the City of Northfield.

Accordingly, the City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the Government States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the municipal government and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
2. The determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees;
3. The reprimand, suspension, demotion or discharge of employees or other disciplinary action;
4. The transfer, assignment, reassignment, layoff and/or recall of employees to work;
5. The determination of the number of employees and of the duties to be performed and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;

6. The maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;
7. The determination of staffing patterns and areas worked, the control and regulation of the use of facilities, supplies, equipment, materials and other property to the employer;
8. The determination of the number, location and operation of divisions, department, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
9. The determination of the amount of overtime to be worked;
10. The determination of the methods, means and personnel by which its operations are to be conducted;
11. The determination of the content of work assignments;
12. The exercise of complete control and discretion over its organization and the technology of the performance of its work; and
13. The making, maintenance and amendments of such operating rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the work of the City.

B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the municipality, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion with the implementation thereof, shall be limited only by the specific and express written terms of this Agreement and then only to the extent such specific and express

terms are in conformance with the Constitution and laws of the State of New Jersey and of the Government States.

C. It is understood and agreed that the municipality, at its sound discretion, possesses the right in accordance with applicable laws, to manage all operations including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the municipality, except as modified by this Agreement.

## ARTICLE VII

### **SENIORITY AND PROBATIONARY PERIOD**

- A. Seniority is defined as continuous full-time employment with the City from date of hire. An employee's date of hire is the date that the employee is hired for full-time permanent employment and is physically on the premises and available for work, and begins his probationary period. Seasonal, interim, and/or part-time employment is not counted as part of an employee's full-time probationary period and is not credited for the purposes of accruing benefits hereunder, including but not limited to vacations or sick leave.
- B. For purposes of promotions, the City shall utilize experience, ability, aptitude, qualification, and attendance as the criteria for promotion of employees to job classifications having a higher rate of pay. When all of the aforementioned items are substantially equal, Seniority shall be the determining factor. The selection of the employee to be promoted shall be made by the City and shall not be subject to review. However, should the City select an employee other than the most senior, the City agrees to meet with the Union in order for the Union to present any facts which it feels the City should consider in reaching its final decision.
- C. The following shall constitute a break in service; resignation, separation for just cause, retirement, absence without leave for five (5) consecutive working days, periods while on leave of absence without pay other than an approved leave under the Federal Family and Medical Leave Act or the New Jersey Family Leave Act, failure to report to work after leave or acceptance of other employment while on leave.
- D. Every person hired or appointed to a full time permanent position shall be considered a probationary employee and on probation for the position to which he is hired or appointed for a period of ninety

(90) days. Prior to his completion of the probationary period, the employee shall be evaluated by the Mayor or his designee to determine whether he shall be granted permanent status or terminated. At the end of such ninety (90) day period, the employee shall either be granted permanent status in the title, resign or be terminated. Said decision shall be the exclusive right of management and shall not be subject to review.

- E. Every employee promoted to a new title shall be considered a probationary employee in that title for a period of ninety (90) days. Prior to his/her completion of the probationary period, the employee shall be evaluated by the Mayor or his designee to determine whether he/she shall be granted permanent status or returned to his/her prior position. Said decision shall be the exclusive right of management and not subject to review.

## ARTICLE VIII

### HOURS OF WORK

The basic work week shall be eight (8) hours per day, forty (40) hours per week, five (5) days per week, which may be scheduled Sunday through Saturday, inclusive. One hour of each eight (8) hour day shall be designated unpaid meal time. Therefore, full time employees are compensated based upon seven (7) work hours a day, thirty-five (35) hours per week.

Employees employed as of the date of the signing of this Agreement who presently work a Monday through Friday schedule shall not have their work week changed without prior negotiations with the Union.

Employees employed as of the date of the signing of this Agreement who presently work a schedule other than the Monday through Friday schedule (such as Park employees) shall continue to work their current schedule and their work week will not change without prior negotiations with the Union.

New employees hired after the signing of this Agreement may be scheduled to work any work week determined by the City. The new work week once established will not be changed without prior negotiations with the Union.

Employees shall receive a rest period of not less than fifteen (15) minutes, on the City's time, for each three and one-half (3 1/2) hour work period. Rest periods shall be scheduled as near as possible to the midpoint of each three and one-half (3 1/2) hour work period. No employee shall be required to work more than three (3) hours without a rest period.

The City shall provide each employee with one (1) unpaid hour for a meal between the third and fifth hour of each shift. The employee may add the two (2) fifteen (15) minute rest breaks to the meal period with the mutual agreement of the Employer. All rest breaks and lunch breaks shall be arranged by the employee at the discretion of his/her supervisor.

All employees shall be scheduled to work a regular shift as determined by the City, which work shift shall have stated starting and quitting times. The regularly scheduled work week shall normally consist of five (5) consecutive work days for all employees.

Notwithstanding the above, the City reserves the right to change the normal work hours and days per week and to establish new work hours and work days per week in accordance with applicable Public Employment Relations Commission and judicial case law. Employees shall be given as much advance notice as possible of permanent or temporary shift changes which affect them.

## ARTICLE IX

### HOLIDAYS

- A. Days observed as legal holidays. The following days will be considered as legal holidays, with City offices closed and normal operations suspended:
  1. New Year's Day
  2. Martin Luther King Jr.'s Birthday
  3. President's Day
  4. Good Friday
  5. Memorial Day
  6. Independence Day
  7. Labor Day
  8. Columbus Day
  9. Veteran's Day
  10. Election Day
  11. Thanksgiving Day
  12. Day after Thanksgiving if declared by Mayor/Council at their discretion.
  13. Christmas Day
- B. When any of these legal holidays fall on Sunday, the following Monday shall be the official holiday. When any of these legal holidays shall fall on a Saturday, the preceding Friday shall be designated the official holiday.

- C. Holiday pay shall not be allowed for an employee unless he is on the job and available for work his last full scheduled workday before and his first full scheduled workday after the holiday, even though in different work weeks, except in the case of proven illness or injury substantiated by a medical certificate.
- D. Should a designated holiday be observed on one of the employee's regularly scheduled basic work days within his normal working period while he is on vacation, said holiday shall not be counted as a vacation day.
- E. When a full time permanent employee is required to work on the day any recognized holiday is observed in this Article, he/she shall be paid at the rate of one and one-half (1 1/2) the straight time rate for the actual hours worked on such holiday in addition to the day's holiday pay. The payment will be made in cash or compensatory time at the discretion of the City. Further, no employee shall work on any of the recognized holidays unless he/she has been directed to do so by his/her Department Head.
- F. Holiday pay shall apply to full-time permanent employees, but shall not apply to probationary employees or those holding temporary emergency or seasonal positions.
- G. When a part time employee is required to work on the day any recognized holiday is observed in this Article he/she shall be paid compensation for hours worked on such holiday at one and one-half (1 1/2) times their hourly rate of pay.

## ARTICLE X

### VACATION LEAVE

- A. All employees covered by this Agreement shall be entitled to annual Vacation Leave as follows:
  1. In the first (1st) calendar year of employment, one (1) day per month of employment, utilizable only after earned.
  2. After one (1) calendar year of service and through the completion of the fifth (5th) year of service; twelve (12) working days.
  3. Beginning in the sixth (6th) calendar year of service and through the completion of the tenth (10th) year of service; sixteen (16) working days per year.
  4. Beginning in the eleventh (11th) calendar year of service and through the completion of the fifteenth (15th) year of service; nineteen (19) working days per year.
  5. Beginning in the sixteenth (16th) year of service and through the completion of the nineteenth (19th) year of service; twenty two (22) working days per year;
  6. Beginning in the twentieth (20th) year of service and thereafter for each year; twenty five (25) working days per year.
- B. After their first year of employment, all regular part-time employees covered by this Agreement who work fifteen (15) or more hours per week shall be entitled to twenty (20) hours of Vacation Leave during each calendar year of employment. Such Vacation Leave shall be taken in increments of the employee's normal work days.
- C. Vacation leave days indicated in Section A above shall be based upon the number of work hours in a standard work day.

- D. Initial year of hire vacation days must be earned before they can be used. Each year thereafter, each employee shall become entitled to use his or her entire vacation period specified in Paragraph "A" above after January 1 of said year. In the event an employee terminates employment, the employee shall be entitled to vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the termination becomes effective. If a greater amount of vacation has already been taken, the employee shall be charged back for the excess vacation. (See Subsection L below).
- E. As it is the desire of the City that all employees receive the maximum benefits from their vacations, each employee is encouraged to take his/her vacation in blocks of at least five (5) continuous days. Vacation Leave request must be submitted, in writing to the Mayor or his designee. Requests for days off, less than five (5) in number must be submitted at least forty-eight (48) hours in advance. Requests for five (5) days off or more must be submitted at least two (2) weeks in advance and notice of approval or denial of a Vacation Leave of five (5) days or more shall be given within one (1) week of submission. Requests received after March 1<sup>st</sup> of the year shall be on a first come, first serve basis. Vacation Leave will be granted to employees subject to the employer's responsibility to maintain adequate staffing levels and efficiency of operations. Leave requests shall not be unreasonably denied.
- F. "Days" for the purpose of this calculation, shall be described as working days.
- G. If an official holiday occurs during an employee's authorized vacation he/she will be entitled to an additional day in lieu of the holiday.
- H. The authority for the approval of each employee's vacation schedule is vested in the Mayor or his designee. Unless a particular employee is required for a specific task, preference in the selection and

assignment of vacation periods will be given to those employees longest in the service of the City, in the order of their length of service.

- I. Vacation allowance must be taken during the calendar year unless it cannot be taken because of the demands of City business and at the direction of the Mayor or his designee, vacation leave may be carried into the following year up to a maximum of five (5) days. If more than five (5) days are to be carried over, the Mayor must certify to the City Treasurer the reason, be it the demands of City business or otherwise. The City Treasurer must secure the permission of the Mayor in order to allow a carryover of more than five (5) days.
- J. The vacation period will commence on January 1 in any calendar year and, except as provided in Subsection I of this section, must be used by December 31 in said year.
- K. After an employee's first year of employment, Vacation Leave for the year is available at the beginning of the year. However, vacation is earned on a pro-rated basis monthly.
- L. In computing an employee's right to vacation time, his period of probation will be included in computing his/her period of service.
- M. If any employee shall sever employment with the City prior to taking accrued and earned vacation, the employee will be entitled to receive a prorated portion of the vacation days accrued but unused. Compensation for such unused vacation, which shall have been approved for carryover or shall have accrued in the manner provided in the applicable provisions of the Personnel Ordinance of the City of Northfield, shall be paid to such full time employee when such employee is separated from the employment of the City in good standing. If an employee severs employment with the City and has used vacation time in excess of that which is earned the employee shall reimburse the City for any advanced leave taken. The City reserves the right to take appropriate action to recover monies

uncollected. In the event an employee owes the City money for time credited, taken, but not actually earned, the City reserves the right to withhold from the employee's pay monies to be paid to the City as reimbursement to the City as a result of owed time. Where an employee is no longer in the employ of the City, the City reserves the right to apply all or part of the employee's wages from the employee's last paycheck by way of reimbursement of owed time. In the event an employee dies, the value of his/her accrued but unused vacation shall be paid to his/her Estate.

- N. An employee on authorized leave of absence will be eligible for the vacation to which he/she is entitled under this chapter after he/she return to work if his/her leave of absence has not exceeded six (6) months and if he/she has worked for the City during twelve (12) of the eighteen (18) months prior to the date when he/she returns to active employment. Such employee must actually return to and be at work before a vacation is granted. If an employee is granted a leave of absence as of January 1 or later, a vacation will be given at the beginning of the leave if he/she meets the vacation requirements.
- O. A vacation, once begun, will count as the employee's vacation even though illness occurs during the vacation.
- P. Temporary, emergency, or seasonal employees will not be entitled to Vacation Leave.
- Q. Employees shall have the option not to use up to five (5) vacation days each calendar year to which they are entitled with the agreement that the City shall buy back these vacation days at the employee's daily rate of pay. The buy back shall be paid to the employee in one lump sum on the first pay date of December.

## ARTICLE XI

### SICK LEAVE

#### A. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.
2. Sick leave means the absence of an employee from duty because of illness, injury, maternity leave (during the period of actual incapacitation as shown by a physician's certificate), or exposure to contagious disease. Taking Sick Leave for any other purpose constitutes an abuse of Sick Leave.

#### B. Amount of Sick Leave.

1. Sick Leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment.

Sick Leave with pay shall accrue to any part-time employee on the basis of two (2) working hours per month during the remainder of the first calendar year of employment after initial appointment.

2. Any amount of Sick Leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purpose.
3. After their first year of service, employees will be credited with fifteen (15) working days Sick Leave at the beginning of the calendar year in anticipation of continued employment for the full calendar year and may be permitted to use Sick Leave for the reasons defined above. Such sick Leave is earned at the rate of one and a quarter (1 1/4) days for each month of actual employment during the calendar year.

After their first year of service, part-time employees will be credited with twenty-four (24) working hours Sick Leave at the beginning of the calendar year in anticipation of continued employment for the full calendar year and may be permitted to use Sick Leave for the reasons defined above. Such sick Leave is earned at the rate of two (2) hours for each month of actual employment during the calendar year.

4. The employee must reimburse the City within one (1) year in cases where sick time is credited in advance, taken with pay, but not actually earned by the employee. The City reserves the right to take appropriate action to recover monies uncollected. In the event an employee owes the City money for time credited, taken, but not actually earned, the City reserves the right to withhold from the employee's pay monies to be paid to the City as reimbursement to the City as a result of owed time. Where an employee is no longer in the employ of the City, the City reserves the right to apply all or part of the employee's wages from the employee's last paycheck by way of reimbursement of owed time.
5. Full time employees with twenty-five years of service with the City of Northfield shall, upon legal retirement, be compensated for unused sick leave as set forth below. "Legal retirement" is defined as that time a person can retire under the State of New Jersey Public Employees Retirement System (PERS). However, an employee separated from service to the City for cause arising from any disciplinary action shall not be entitled to compensation for accumulated sick leave.

Upon legal retirement with 25 years of PERS pension credit with the City of Northfield or a disability retirement, an employee having a minimum accumulation of 150 unused sick days shall be eligible for reimbursement for 75 unused sick days and 15% of any remaining

unused sick days based upon the rate of pay at time of retirement. (Example - an employee retires with 200 unused sick days accumulated. He would be paid for 75 days plus 15% of the remaining 125 days (18.75 days) for a total of 93.75 days.) If an employee does not have a minimum accumulation of 150 days of unused sick leave, he will only be compensated for any days accumulated at  $\frac{1}{2}$  the employee's regular pay rate. (Example - an employee with 70 unused sick days at retirement will receive pay for 35 days). Employees shall provide notification to the City by November 1 of the year immediately preceding the year in which they may be eligible to or expect to retire. Such notice is not considered official notice of intent to retire. Failure to provide such notice in the event of retirement will delay such payment until the calendar year following the year of retirement.

6. The estate of any employee who dies and has completed twenty-five (25) years of service with the City of Northfield before retirement age shall be entitled to payment of the accumulated sick leave of the deceased employee at the rate of pay last earned by the employee before the date of his/her death in accordance with paragraph B(5) above.
7. An employee who is certified as absent on account of a disability or accident caused in the usual course of his/her employment and directly in the line of duty shall not have such absence charged against his/her sick leave. All other provisions regarding absence on account of sickness or disability apply.
8. Any employee on sick leave receiving his/her normal compensation and who, in addition, qualifies for and receives payments under applicable provisions of the Workers' Compensation Law of the State of New Jersey shall, during the period he/she is receiving such weekly benefits, not be entitled to any additional salary or sick leave benefits during that

time. In addition, in the event that Workers' Compensation benefits shall be paid for a period during which salary had been paid to an employee whether regular salary or sick leave, the salary portion shall be reimbursable to the City.

9. Each employee taking leave as provided herein shall be fully protected in his/her status as an employee of the City. The employee's seniority rights, accumulation of credit towards vacation time and sick leave and accumulation of credit towards raises shall continue during the time of the Employee's leave.
10. The parties agree that any new law enacted during the term of this Agreement which effects the City's obligation to compensate employees for unused sick leave shall be effective upon enactment and shall supersede any conflicting provision of this Agreement.

C. **Reporting of Absence on Sick Leave.**

1. If an employee is absent for reasons that entitle him to Sick Leave, whether of short or long duration, the employee is required to notify his/her Supervisor of the reason for absence one-half hour prior to the employee's normal starting time on the first day of absence. If the duration of absence exceeds two (2) days, it will be necessary to report on every third day unless the employee's supervisor requires more frequent reporting.
2. Failure to so notify his/her Supervisor may be cause for denial of the use of Sick Leave for that absence and constitute cause for disciplinary action.
3. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

D. **Verification of Sick Leave.**

(a) An employee who has been absent on Sick Leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness to his/her immediate supervisor.

1. An employee who has been absent on Sick Leave for periods totaling more than ten (10) days in one calendar year consisting of periods of less than five (5) days shall have his or her Sick Leave record reviewed by the City and thereafter may be required to submit acceptable medical evidence for any additional Sick Leave in that year. In cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.
2. The City may require proof of illness of an employee on Sick Leave, whenever such requirement appears reasonable and further may adopt such other Sick Leave verification procedures as it may deem appropriate. Abuse of Sick Leave shall be cause of disciplinary action.

(b) In the case of leave of absence due to exposure to contagious disease, a certificate from the Board of Health shall be required prior to the employee's return to work.

(c) The City may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined at the expense of the City by a physician or other designated health care provider designated by the City. Such examination shall establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other employees. All such examinations

shall be on the employee's own time and will not be compensated by the employer. If an employee is absent due to illness for more than five (5) consecutive days for the same illness, the City will apply any time in excess of five (5) days against the employee's leave entitlement under the New Jersey and/or Federal Family and Medical Leave Act.

- (d) An employee who has exhausted all accrued leave time such as vacation, sick leave and compensatory time and who is not on an approved Leave of Absence shall be subject to disciplinary action, including possible discharge from employment. An employee who has been granted an approved Leave of Absence and who fails to return to duty upon the expiration of the approved Leave of Absence shall likewise be subject to disciplinary action, including possible discharge from employment.

## ARTICLE XII

### LEAVE OF ABSENCE

#### MILITARY LEAVE, FAMILY LEAVE AND

#### BEREAVEMENT LEAVE

##### A. Leave of Absence.

1. Any employees desiring leave without pay for personal reasons shall make a request in writing to the Mayor or his designee not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the City and shall not be unreasonably or arbitrarily denied. Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.
2. Employees returning from authorized Leaves of Absence as defined above will insofar as possible as determined by the City be restored to their original classification at the then appropriate rate of pay with no loss of seniority or any other employee rights, privileges or benefits. In the event an employee who returns from an authorized leave of absence does not return to his/her original classification, in no event shall his/her rate of pay be less than his/her rate of pay when he/she left on the leave of absence.

##### B. Military Leave

1. Leave shall be granted to employees to fulfill the special military requirements of regular annual active duty (summer camp) for training with any reserve unit of the Army, Navy,

Marine Corps, Coast Guard, National Guard or Air Force. The employee shall be paid the difference between his regular pay and his military pay during the period of his military training.

2. The existing Federal and State statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any employee in this bargaining unit.

C. **Family Leave Act**

Family/Medical Leaves of Absence will be granted in accordance with the provisions of the "Federal Family and Medical leave Act" (hereinafter, FMLA) and the "New Jersey Family Leave Act: (hereinafter NJFLA) and the regulations promulgated pursuant to those statutes; as well as the Family Leave Policy adopted by the City of Northfield, which shall be consistent with the above statutes and this Agreement. Under the provisions of these statutes, certain employees are entitled to twelve (12) weeks of leave during a twelve (12) month period. The circumstances under which leave may be taken vary depending on the type of leave requested and the City will grant leave in accordance with the provisions of each statute, the lawful regulations issued under each statute, and judicial decisions interpreting the requirements of each statute. Employees taking FMLA leaves and/or NJFLA leaves will be required to use accrued sick leave, personal leave, vacation and all other administrative leave concurrent with the approved leave. Employees will also be required to take FMLA and NJFLA leaves concurrently when possible under the statutes. The City retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

D. **Bereavement Leave.**

In the event of a death in the immediate family of an employee or the death of a relative who resides with the employee, the department head will grant bereavement leave of up to four (4) calendar days leave of

absence, with pay, to the employee. The term "immediate" shall include only the father, mother, stepparent, father/mother-in-law, grandparent, sister, brother, sister-in-law, brother-in-law, spouse, child or foster child of an employee. In the event the funeral service is conducted further than 500 miles from the City of Northfield, one additional day will be granted.

Bereavement Leave must be taken immediately following the death intended to coincide with funeral preparation and attendance.

## ARTICLE XIII

### PERSONAL LEAVE

- A. Full time employees shall be entitled to two (2) days of personal Leave time per year.
- B. Personal leave days are to be used by the employee for personal reasons and subject to the following conditions: A personal leave day shall be granted by the City upon twenty-four (24) hours prior request of the employee submitted to the Supervisor in Charge of his or her department. Personal Leave Days may be taken in one (1) hour increments. Said request shall be granted, at the discretion of the Supervisor, as long as the employee's absence can be granted without interference with the proper conduct of the department. Personal leave days shall not accumulate, but must be used in the calendar year earned. Personal Leave Days are earned on a pro-rated basis. New employees shall only receive one (1) Personal Leave Day for each six (6) full months of employment during their initial year of employment. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with two (2) Personal Leave Days. An employee who leaves City service before the end of a calendar year shall have his or her Personal Leave Days pro-rated, based upon time earned. An employee shall reimburse the City for paid Personal Leave Days used in excess of his or her pro-rated entitlement. Personal Leave Days will not be earned during the period of time while employee is on suspension, Leave of Absence with or without pay, or on Special Leave of Absence for work related injury.

## ARTICLE XIV

### OVERTIME

All hours actually worked in and for the City in excess of eight (8) hours per work day or forty (40) hours per work week shall constitute overtime which shall be compensated at the rate of time and one-half of the employee's hourly rate. Overtime shall be paid based upon actual time worked in accordance with the provisions of the Fair Labor Standards Act. Time lost because of Jury Duty Service will be considered time worked in computing hours for overtime credits. Lunch breaks shall not be considered as time worked in computing hours for overtime credit.

Overtime will be compensated in quarter (1/4) hour units, fractional portions being counted as a quarter (1/4) hour except that no payment will be made for an initial period of less than fifteen (15) minutes.

## **ARTICLE XV**

### **TRAVEL**

Any employee required to use their personal vehicle to travel to different job locations shall be entitled to reimbursement at the prevailing rate published by the Internal Revenue Service.

## ARTICLE XVI

### CALL-IN PAY

- A. Employees called to work on their scheduled days off or called back to work after they have left the City premises at the end of a regularly scheduled work day shall receive a minimum of two (2) hours pay at the rate of time and one-half their regular rate. The City reserves the right to work the employee for the full two (2) hours in such circumstances. Call-in pay begins when the employee begins duty and ends when the work is finished or at the beginning of his/her scheduled work shift. Call-in pay does not apply to pre-scheduled hours which may be scheduled to be worked on an employee's scheduled day off or after an employee has left the City premises at the end of a regularly scheduled work day.
- B. Beeper/Stand By Pay - Employees required to carry a beeper for "on call" status shall receive twenty-five (\$25.00) dollars per week for such "on call" availability. The City shall determine the employee(s) who shall be required to carry a beeper and only those specifically directed to do so shall be entitled to "on call" pay.
- C. From time to time, Police Officers of the City of Northfield may visit Court personnel at their personal residences for the purposes of having Court related documents signed. In such instances, the City will grant the affected Court employee two (2) hours compensatory time off. The entitlement to such compensatory time will be determined and approved by the Mayor, who will develop a procedure and report form for each employee to submit in order to be entitled to the compensatory time.

## ARTICLE XVII

### PERSONNEL PRACTICES

- A. Each new employee shall be given an employee handbook, a copy of this Agreement, appropriate benefit material and afforded the opportunity of an orientation to assist the new employee with understanding the employer's operations and employment expectations. Policies and Procedures shall be made available to all employees and the Union.
- B. The employer will post all job vacancies and promotional opportunities on Union bulletin boards and mail a copy to the Union office. Such posting shall be made in advance of the application closing date and remain until such vacancy is filled. The selection of an employee to be promoted shall be made by the City in accordance with the terms of Article VII and shall not be subject to review. Managerial decisions as to the selection or non-selection of any employee shall not be subject to review or the grievance procedure.
- C. Each employee (and the Union) shall be given the opportunity to review the contents of his/her employee personnel file during the next business day following his/her written request to the City Clerk.
- D. Employees shall have the right to respond to the subject of any document in the employee's personnel file, within thirty (30) days of the employee's awareness of the document and have such response attached to the document.
- E. Employees will receive a copy of any written warning, written reprimand, or notice of other disciplinary action which may be inserted in their personnel file, at the time of insertion.

## ARTICLE XVIII

### DISCIPLINARY ACTION

- A. Discipline of an employee shall be imposed for just cause. The provisions of this Article shall not apply to new employees during their ninety (90) day probation period, seasonal employees or part time employees.
- B. The name of any employee who is notified of a suspension, or dismissal shall be transmitted to the Union as soon as feasible but not later than forty-eight (48) hours after such notice.
- C. The City acknowledges the principal of progressive discipline. Depending on the magnitude of this offense, the discipline issued by the City may be in any of the following forms:
  - 1. Oral Warning;
  - 2. Written Warning;
  - 3. Written Reprimand;
  - 4. Minor Suspension - consists of a suspension up to five (5) days;
  - 5. Major Suspension - consists of a suspension over five (5) days;
  - 6. Demotion;
  - 7. Dismissal.

The Union and City Representatives agree that disciplinary action may begin at any level, including Dismissal, depending upon the nature and magnitude of the offense. The City is not precluded by this Article from discharging any employee at any time for what is good and sufficient reason in its own opinion.

- D. An employee who has been subject to discipline of a Minor Suspension may appeal such discipline through the Grievance Procedure up to Step One prior to its implementation. The determination of the Mayor or his designee shall be final and conclusive. An employee who has been subject to

discipline of a Major Suspension, Demotion, or Dismissal may appeal such discipline through the Grievance procedure. No other forms of discipline shall be subject to appeal.

- E. An employee will not be suspended pending his/her Disciplinary Hearing except in instances where the City determines in its sole discretion that the alleged disciplinary incident indicates that the employee is unfit for duty, or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain safety, health, order or effective direction of public services. In such instances, the employee may be suspended immediately.
- F. In cases of immediate suspension, the employee or Union may request that a departmental hearing be conducted within five (5) days of the suspension. The sole purpose of this hearing shall be determining the appropriateness of continued suspension under the criteria contained in Subsection E above.

## ARTICLE XIX

### GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the Department's supervisory staff and having the grievance adjusted without the formal intervention of the Union.
- C. Definitions:
  - 1. Contractual Grievance - shall be defined as a breach, misinterpretation, improper application or non-application of the terms and conditions set forth within the language and meaning of this Agreement. Contractual Grievances may be pursued up to and including Step 3 of the grievance procedure described below.
  - 2. Non-contractual Grievance - Any and all grievances which do not stem from a breach, misinterpretation, improper application or non-application of the terms and conditions set forth within the language and meaning of this agreement, but which constitute a grievances under the New Jersey Employer - Employee Relations Act and applicable case law. Non-contractual grievances may be pursued only to Step Two of the grievance procedure and therefore are not subject to arbitration.
- D. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

**STEP ONE:**

The aggrieved or the Union shall institute action under the provision hereof within ten (10) working days after the event giving rise to the grievance has occurred or within ten (10) days after the aggrieved would reasonably be expected to know of its occurrence by presenting the grievance, in writing, to the Mayor or his designee or his designated representative. The written grievance shall contain the relevant facts, the article of the contract violated, and the remedy requested by the grievant. The Mayor or his designated representative will answer the grievance, in writing, within ten (10) working days of receipt of the written grievance.

**STEP TWO:**

If the Union wishes to appeal the decision of the Mayor or his designated representative, such appeal shall be presented, in writing, to the Council President or his designee within five (5) working days thereafter. The Council President or his designee shall conduct a hearing with the Union within ten (10) working days and then shall thereafter respond, in writing, within ten (10) working days after such hearing.

**STEP THREE:**

If the aggrieved person is not satisfied with the disposition of a contractual grievance by the Council President or his designee, the contractual grievance may be submitted by the Union to binding arbitration within thirty (30) days after the expiration of Step Two.

- (a) Nothing in this Agreement shall be intended to compel the Union to submit a contractual grievance to arbitration. The Union's decision to submit the contractual grievance to arbitration shall be based on the considered merit and viability of the contractual grievance.
- (b) The Arbitrator shall be selected by a panel of arbitrators provided by the Public Employment Relations Commission, in accordance with the Commission's rules.

- (c) The Employer and the Union shall meet in an attempt to stipulate facts and issue(s) for the Arbitrator's consideration.
- (d) The arbitrator shall not have the power or authority to add to, subtract from or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not submitted. The arbitrator shall not submit observations or declarations of opinions which are not essential in reaching the determination.
- (e) The cost of the arbitrator shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the cost.
- (f) The arbitrator shall, upon being selected, commence a hearing at a time and place convenient to the parties as soon as possible. The arbitrator shall issue his/her written decision within thirty (30) calendar days of the close of the hearing.
- (g) The cost of the transcript of the arbitration proceeding, if any, shall be borne by the party requesting such transcript. If both parties desire a transcript, the cost shall be shared equally.
- (h) The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in this Agreement shall be binding upon the parties.

E. If a decision is not rendered within the time limits prescribed for decisions at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits from processing the grievance at any step in the grievance procedure.

- F. Any grievance not presented in accordance with the applicable time limits or other requirements in the steps listed above shall be automatically foreclosed and considered settled according to the last response given.
- G. The City and the Union further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending at any step.

## ARTICLE XX

### WAGES

A. The City agrees that employees covered by this Agreement shall receive additional compensation during the term of this Agreement in accordance with the following understanding:

#### January 1, 2013

Effective January 1, 2013, each employee's annual base salary as of December 31, 2012 shall be increased by two (2.0%) percent.

#### January 1, 2014

Effective January 1, 2014, each employee's annual salary as of December 31, 2013 shall be increased by two (2.0%) percent.

#### January 1, 2015

Effective January 1, 2015, each employee's annual base salary as of December 31, 2014 shall be increased by two (2.0%) percent.

The above increases shall not apply to School Crossing Guard employees. The term and conditions of employment of School Crossing Guards are set forth in a Rider to the Agreement.

Wage increases shall only apply to employees covered by this contract on date of execution. Any employee who has terminated City service prior to execution of the Agreement is not entitled to any benefits under this Agreement, including but not limited to wage increases or retroactive pay.

When hiring new employees, the City reserves the right to determine the starting salary of the new employee, depending upon the ability, aptitude, and past experience of the employee.

B. In order to be entitled to the wage increases granted hereunder, employees must be employed at least six (6) months prior to any wage increases granted under this contract. Employees employed for less than six (6) months prior to the occurrence of any wage increase granted under this contract will not receive an increase until the next succeeding wage increase.

C. The specific wages to be paid to White Collar bargaining unit employees during the term of this Agreement is set forth on Exhibit "B" of this Agreement.

## ARTICLE XXI

### WORKERS' COMPENSATION

- A. Employees who are covered under this Agreement and are injured while on duty are subject to the benefits under the New Jersey Workers' Compensation Act (N.J.S.A. 34:15-1 et seq.).
- B. Employees injured on duty will not suffer a loss of pay if the employee is required to obtain medical care or treatment during work hours so long as the employee presents a written certification from the health care provider stating the commencement time and termination time of the treatment.

## ARTICLE XXII

### HEALTH BENEFITS

#### **A. Hospitalization, Medical Care, Prescription Drug Benefits**

The City shall continue to provide a health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees and all of the benefits which are currently included in the New Jersey State Health Benefit Program (SHBP) at the date of this Agreement, including any changes in co-pays or deductible that may be implemented by the SHBP for the employee and his family to commence ninety (90) days after the commencement of current active full-time employment.

The City shall provide a co-pay prescription plan for the individual and his family; the co-payment to be as provided for under the New Jersey State Health Benefits Plan.

The City at its sole discretion, retains the right to select and change insurance carriers during the term of this Agreement, so long as the benefits provided are substantially equivalent to the current coverage. Selection of the carrier or carriers is a managerial prerogative not subject to the terms of this collective bargaining agreement.

An Employee may elect to have coverage for himself/herself and his/her dependents through a Health Maintenance Organization (HMO) offered under the SHBP. In the event the cost of the HMO coverage is greater than the cost of the basic SHBP coverage, the employee shall pay the difference to the City.

#### **B. Eye and Dental Care**

The City shall continue to provide an Optical Plan and Dental Program including all of the coverages which are currently included in the plans at the date of this Agreement.

The City at its sole discretion, retains the right to select and change the providers of its Optical Plan and Dental Program during the term of this Agreement, so long as the benefits provided are substantially equivalent to the current coverage. Selection of the providers is a managerial prerogative not subject to the terms of this collective bargaining agreement.

C. Cost Contribution

All employees shall pay a cost contribution for Health Insurance Plan coverages in accordance with P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 28, 2011. Payments shall be made by way of withholdings from each employee's payroll checks. The City shall establish and adopt a Section 125 Plan so that said contribution would be "pre-tax".

In addition, the eye and dental program provided for the employees by the City shall be subject to a maximum aggregate payment by the City of \$500.00 per person for all such coverage and \$1,500.00 per family for all such coverages for each calendar year. For any expenditure in excess of these dollar amount limitations, the responsibility of the City shall be limited to a 50% co-payment. The first 50% of each dollar in excess of the aggregate limits shall become the responsibility of the employee.

D. Retiree Health Benefits.

Employees hired before January 1, 2001, shall receive health benefits paid for by the City in compliance with Resolution No. 122-78 and N.J.S.A. 40A:10-23 upon retirement after achieving 25 years or more of service credit with the City of Northfield and in the Public Employees Retirement System (PERS). The health benefits coverage shall be the same as then currently being provided to active Employees.

Employees hired after January 1, 2001 shall receive health benefits paid for by the City upon retirement after attaining the minimum age of 55 and achieving 25 years or more of service credit with the City of Northfield and in the Public Employment Retirement System (PERS). These health benefits shall be

paid for by the City until age 65. The health benefits coverage shall be the same as then currently being provided to active employees but will exclude Dental, Vision and Prescription coverages.

E. Opting-out

The New Jersey State Health Benefits Program (SHBP) provides that a municipality may allow an employee covered as a dependent by a spouse's employer to waive SHBP health benefits coverage. The decision of a municipality to allow its employees to waive coverage and the amount of consideration to be paid are not subject to collective bargaining.

Consistent with the provisions of the applicable law, the City has agreed with the Union to adopt an Opt-Out Payment Plan as follows:

Commencing January 1, 2012, employees who can certify that they are covered under other health coverage may "opt-out" of the health benefits provided by the City of Northfield through the New Jersey State Health Benefits Program. Employees can certify that they are covered under other health coverage by completing the "Coverage Waiver" form provided by the State of New Jersey Division of Pensions and Benefits.

Employees electing to "opt-out" of health coverage will receive a payment representing no more than 25% or \$5,000, whichever is less, of the amount saved by the employer, per annum prorated for the period of time each year that coverage does not apply to the employee. Checks for opting out will be issued on or about December 1<sup>st</sup> of each year.

An employee who waives coverage shall be permitted to resume coverage by making an application for coverage during an open enrollment period in accordance with the provisions of the State Health Benefits Program.

Further, an employee who waives coverage shall be permitted to immediately resume coverage if the employee ceases to be eligible for other health care coverage for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received from the employer which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall notify the employer in writing and file a declaration with the division, in such form as the director of the division shall prescribe, that the waiver is revoked.

## ARTICLE XXIII

### LONGEVITY

#### A. Additional compensation for full-time employees.

Certain full-time employees of the City of Northfield shall be paid, in addition to the base pay heretofore established for said employee, additional compensation in the form of longevity pay for continuous service to the City of Northfield.

#### B. Payment.

Longevity pay, referred to in Paragraph A above shall be paid annually and shall be based upon the employee's continuous length of service, in years, to the City of Northfield, utilizing the commencement date of employment of said employee which shall fall during such calendar year. Payment shall be made in accordance with the schedule set forth in Paragraph D below on the first regularly denoted payday of the first pay period of the month of November.

#### C. Termination of employment.

Should an employee terminate his employment with the City of Northfield within the calendar year, said employee shall be paid longevity pay in an amount to be computed based upon a proration of the number of calendar days said employee worked from the first day of January to the date of termination.

#### D. Amount.

Eligible full-time employee of the City of Northfield shall be entitled to receive, in addition to and together with the annual based salary, longevity pay, to be paid as herein above provided in Paragraph A.

<u>When During Current Calendar Year Employee Achieves</u>	<u>Amount Per Annum</u>
Commencement date through end of 1st year	none
Commencement of the 2nd, 3rd and 4th continuous years of service	\$75.00
Commencement of each of the 5th through 9th continuous years of service	3% of base salary
Commencement of the 10th through 14th continuous years of service	4% of base salary
Commencement of the 15th through 17th continuous years of service	5% of base salary
Commencement of the 18th continuous year of service, and each anniversary date thereafter	6% of base salary

E. Application of Longevity

No employee hired on or after January 3, 1996 shall be entitled to receive longevity pay.

## ARTICLE XXIV

### LAYOFF PROCEDURE

- A. In case of a layoff, the City agrees to give the Union twenty (20) days notice of a pending layoff, and will discuss with a committee representing the Union the conditions and reasons for the layoff.
- B. The layoff and recall of employees shall be in order of departmental seniority provided that the employees retained or recalled are qualified to do the work available.
- C. Employee shall enjoy twelve (12) months of recall rights before losing his/her seniority rights, and must be called back to his/her position before new hires are accepted within the twelve (12) month period.
- D. An employee who is to be laid off may bump into another position in the bargaining unit if it is occupied by a less senior employee, provided he has the skill, ability and physical qualifications to perform the work as determined by the City.
- E. Notification of recall shall be made by the City sending a certified letter to the employee's last known address as set forth in the City's records. An employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of recall and within ten (10) days of the date of mailing or be considered to have abandoned his recall rights.

## ARTICLE XXV

### NO STRIKE PLEDGE

The Union (its officers, agents, representatives) and employees, agree not to in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-down, slowdown, cessation or stoppage of work, or other interference with or interruption of work of the City of Northfield. Inciting, or inducing or participating in any such activity shall constitute cause for suspension, discharge or other discipline.

The Union will discourage and will take whatever steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walk-out or other job action against the City.

Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have under the law, including but not limited to injunctive relief and monetary damages against the Union.

## ARTICLE XXVI

### HEALTH AND SAFETY

- A. The City shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.
- B. The City agrees to make available disclosure information on hazardous materials in the workplace as required by State law or other regulatory body having jurisdiction over the operations of the City.
- C. The City agrees to maintain equipment and tools in a safe operating condition.

## ARTICLE XXVII

### JURY DUTY

A permanent employee who loses time from his job because of jury duty, as certified by the Clerk of the Court, shall be paid by the City the difference between his job rate for seven (7) hours and the daily jury fee, subject to the following conditions:

1. When jury service is completed prior to 1:00 P.M., the employee is required to telephone the City and report to work if requested. In the event that reporting to jury duty is by a call-in system, an employee notified that he or she is not required for jury duty must report to work.
2. Time lost because of jury service will be considered time worked for purposes of computing overtime.
3. The employee must notify his Supervisor immediately upon receipt of any communication regarding jury service.
4. No reimbursement of wages will be made for jury services during holidays. In the event an employee serves on jury duty while on vacation, the vacation day will be cancelled and rescheduled.
5. At the City's request, adequate proof must be presented of time served on a jury and the amount received for such services.
6. An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the City.

## ARTICLE XXVIII

### WORK RULES

- A. The City may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.
- B. Prior to the implementation of any rules of work and conduct for employees sought to be established by the City pursuant to Section A above, the City agrees to notify the Union of said rules in writing.
- C. Any proposed new rules or modification of existing rules governing working conditions negotiable under the New Jersey Employer - Employee Relations Act shall be negotiated with the Union before they are established, if requested by the Union.
- D. Any and all policies or regulations will be posted by the employer prior to implementation, except in those cases where an emergency exists as determined by the City.
- E. City offices and activities shall remain open and in operation during established working hours. All employees should make every attempt to report for work on a timely basis. If employees are unable to report to work, the following criteria shall apply:
  - 1. The employee is responsible for contacting his/her supervisor or Department Head by telephone to indicate anticipated absence from work or late arrival to work and the reason.
  - 2. If an employee is unable to report to work, the absence may be charged as vacation or personal leave, or the employee may elect to take this time off without pay.

The Mayor of the City of Northfield shall be authorized to close City offices to protect the safety and welfare of City employees. In this event employees will receive full pay, and no vacation or personal leave allowance shall be affected.

## ARTICLE XXIX

### FULLY BARGAINED PROVISIONS

The parties acknowledge that this Agreement represents and incorporates the complete and final understanding and settlement of the parties on all bargainable issues which were or could have been subject to negotiations, and that all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement are incorporated in this Agreement. Unless otherwise provided in this Agreement, no prior administrative procedure, practice or past practice shall be interpreted or applied so as to enlarge or otherwise conflict with the express terms of this Agreement.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matters, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This document constitutes the sole and complete agreement between the parties and embodies all of the terms and conditions governing the employment of employees in the Union.

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which are (or may be) subject to collective bargaining.

## **ARTICLE XXX**

### **SEVERABILITY**

In the event that any provision of this Agreement between the parties shall be held by operation of law and/or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect. In such event, the parties agree to commence negotiations relative to the invalidated position.

Any specific or general provisions of this Agreement notwithstanding, wherever a provision of this contract is determined to be in conflict with the Law of the State of New Jersey, or with rules, regulations or procedures thereunder, the Law, regulations, rules and procedures shall be controlling.

This Agreement shall not be modified, altered or changed except by written agreement of the parties.

**ARTICLE XXXI**

**TEMPORARY ASSIGNMENT PAY**

Any employee who shall be assigned by his supervisor to work in a designated title having a higher rate of pay for a period in excess of thirty (30) consecutive full work days shall be paid for the hours involved at his current salary increased by ten (10%) percent, but in no event greater than ninety-five (95%) percent of the salary being paid to the employee who he is replacing.

**ENDORSEMENTS**

IN WITNESS THEREOF, the parties have affixed their hands and seals this 5<sup>th</sup> day of Sept,  
2013, and agree to be bound and abide by all terms and conditions as set forth herein.

FOR THE CITY OF NORTHFIELD:

Vinny Maggio  
Mary Camici

FOR GOVERNMENT WORKERS UNION, LOCAL 430:

B. Nelson  
Elaine M. Sibley  
See Policy  
John D. Tuck

CITY OF NORTHFIELD- GOVERNMENT WORKERS UNION, LOCAL 430  
WHITE COLLAR EMPLOYEE UNIT  
**EXHIBIT "A"**

**WHITE COLLAR EMPLOYEES**

Deputy Court Administrator

Deputy Tax Collector

Tax Assessor

Police Records Secretary

Violations Clerk

Inspection Department

Control Person

**EMPLOYEE WAGES TO BE PAID DURING  
THE TERM OF THIS AGREEMENT  
EXHIBIT B**

<b>EMPLOYEE</b>	<b>TITLE</b>			<b>2%</b>		<b>2%</b>
		<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	
Atlas, Robin M.	Tax Clerk/Dep Registrar	\$ 32,469.53	\$ 33,118.92	\$ 33,781.30	\$ 34,456.92	
Campbell, Shannon	Police Secretary	\$ 16.23	\$ 16.56	\$ 16.89	\$ 17.23	
Campellone, Lauren*	P.T. Violations Clerk	\$ 12.00	\$ 12.00	\$ 12.48	\$ 12.73	
Dickinson, James	Inspection Control	\$ 48,615.84	\$ 49,588.16	\$ 50,579.92	\$ 51,591.52	
Harrington, Barbara**	Deputy Court Admin.	\$ 32,000.00	\$ 32,000.00	\$ 32,640.00	\$ 33,292.80	
Nelson, Barbara	Police Secretary	\$ 42,416.85	\$ 43,265.19	\$ 44,130.49	\$ 45,013.10	
Sykes, Mark	Assessor	\$ 30,510.86	\$ 31,121.08	\$ 31,743.50	\$ 32,378.37	
*Hired 6/27/12 - Rec'd \$2.00/hr increase 9/28/12						
**Hired 7/2012 - Rec'd \$2,000 increase 10/24/12						

(62)

**RIDER**  
**TO**  
**AGREEMENT BETWEEN**  
**CITY OF NORTHFIELD**  
**AND**  
**GOVERNMENT WORKERS UNION**  
**LOCAL 430**  
**FOR**  
**WHITE COLLAR EMPLOYEES**

**FOR THE PERIOD JANUARY 1, 2013 THROUGH DECEMBER 31, 2015**

GRUCCIO, PEPPER, De SANTO & RUTH, P.A.  
817 LANDIS AVENUE, VINELAND, NEW JERSEY 08360

THIS RIDER TO AGREEMENT IS MADE BETWEEN THE CITY OF NORTHFIELD (the CITY) and THE GOVERNMENT WORKERS UNION LOCAL 430 (the UNION).

**RECITALS**

(a) The City and the Union are parties to a Collective Bargaining Agreement covering White Collar Employees covering the period January 1, 2013 to December 31, 2015.

(b) On June 21, 2010 the Union filed a Representation Petition with the New Jersey Public Employment Commission for certification by card check as majority representative of a collective negotiations unit comprised of School Crossing Guards employed by the City. The parties entered into an agreement for recognition as statutory majority representative providing that the employees in the title School Crossing Guard would be added to the existing collective negotiations unit of white collar employees now represented by the Union.

(c) The parties further agreed that the terms and conditions of employment for school crossing guards would be set forth in a Rider Agreement to be appended to the Collective Negotiations Agreement between the City and the Union covering the white collar employee unit. The parties have engaged in collective bargaining negotiations and wish to memorialize the understandings reached during those negotiations as follows:

1) The following Articles of the Existing Agreement shall be applicable to School Crossing Guards:

Article I Recognition and Definition of Terms

Article II Term of Agreement

Article III Dues Deduction and Agency Shop

Article IV No Discrimination

GRUCCIO, PEPPER, De SANTO & RUTH, P.A.  
817 LANDIS AVENUE, VINELAND, NEW JERSEY 08360

Article V Union Rights

Article VI Management Rights

Article VII Seniority and Probationary Period

Article XII Leave of Absence, Military Leave, Family Leave and

Bereavement Leave (as modified by Section 29-23 of the

Northfield City Code)

Article XVII Personnel Practices

Article XVIII Disciplinary Action

Article XIX Grievance Procedure

Article XXI Workers' Compensation

Article XXIV Layoff Procedure

Article XXV No Strike Pledge

Article XXVI Health and Safety

Article XXVIII Work Rules

Article XXIX Fully Bargained Provisions

Article XXX Severability

- 2) No other Articles of the Existing Agreement shall be applicable to School Crossing Guards.
  - 3) Notwithstanding the provisions of the Existing Agreement, the terms of employment of School Crossing Guards are subject to the provision of Article VII entitled "Adult School Crossing Guards" as set forth in the Northfield City Code, a copy of Article VII is attached to this Rider.
  - 4) The City may designate a person to serve as School Crossing Guard Supervisor who shall perform all of the duties of such position as set forth in the Job Description attached to this Rider.
  - 5) Article IX entitled Holidays of the Existing Agreement between the City and Government Workers Union Local 430 for White Collar Employees does not apply to School Crossing Guards.

However, School Crossing Guards shall receive Holiday Pay for the following designated Holidays:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day (July 4<sup>th</sup>)\*
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Election Day
11. Thanksgiving Day
12. Day after Thanksgiving if declared by Mayor/Council at their discretion.
13. Christmas Day

Employees shall receive holiday pay for Good Friday 2013.

When a full time School Crossing Guard is required to work on the day any recognized holiday is observed in this Paragraph 5, he/she shall be paid at the rate of one and one-half (1½) the straight time day rate for the hours worked on such holiday. The employee shall not receive holiday pay.

Employees who worked on July 4, 2013 and were not paid time and one-half shall be paid the additional half-time.

*\*Holiday Pay is only payable to employees who actually work on Independence Day (July 4<sup>th</sup>).*

6) WAGES. Effective August 31, 2013, the existing School Crossing Guard Wage Guide shall no longer be in effect except as it provides for compensation paid in 2013 prior to the signing of this Agreement to current employees. There shall no longer be increases in the daily rate of pay as a result of additional years of service.

During the term of this Agreement, the City agrees to provide the following wage increase to School Crossing Guards:

September 1, 2013	2%
September 1, 2014	2%
September 1, 2015	2%

The specific wages to be paid to all current bargaining unit employees during the time of this Agreement is set forth in an Appendix to this Rider. The starting daily rate for new School Crossing Guards hired during the term of this Agreement shall be \$35.96 per day.

The City may assign certain supervisory duties to employees. These Supervising Crossing Guards shall receive \$8.31 per day as additional compensation.

7) Upon hire, each Crossing Guard shall be provided by the City with a uniform and badge. The uniform shall include one (1) long sleeve shirt, two (2) short sleeve shirts, two (2) pairs of pants, one (1) winter jacket and one (1) spring hat. Prior to the commencement of the 2013-2014 school year, the City will provide each Crossing Guard with a winter hat. Prior to the commencement of the 2014-2015 school year, the City will provide each Crossing Guard with two (2) short sleeve shirts. The

Crossing Guards shall be responsible for cleaning and maintaining their uniforms. Uniforms are to be worn at all times when the Crossing Guard is on duty and performing official business for the City, and are not to be used at any other time or in any other capacity. Non-compliance may result in disciplinary action. Upon termination of employment, the Crossing Guard shall return all uniform items to the City. Failure to return any uniform item(s) will result in the cost being deducted from the employee's final paycheck in accordance with the Fair Labor Standards Act (FLSA).

8) The City will provide guidance as to permissible locations for the parking of Crossing Guards personal vehicles, including the permissible locations in the area of the City's Community Bike Path.

9) Except as set forth in this Rider, there are no changes to the terms and conditions of employment of School Crossing Guards.

10) The term of this agreement shall be from January 1, 2013 until December 31, 2015.

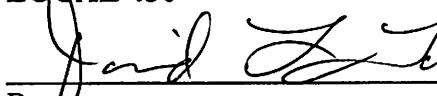
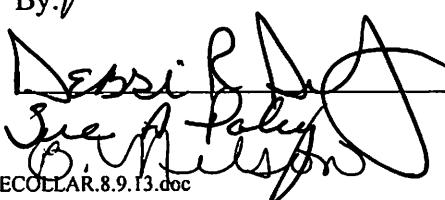
IN WITNESS THEREOF, the parties have affixed their hands and seals this 5<sup>th</sup> day of September, 2013, and agree to be bound and abide by all terms and conditions set forth herein.

CITY OF NORTHFIELD

  
By:  


G:\CLIENTS\Northfield\agreements\RIDER AGREEMENT WHITECOLAR.8.9.13.doc

GOVERNMENT WORKERS UNION,  
LOCAL 430

  
By:  


**JOB DESCRIPTION**

**SCHOOL CROSSING GUARD SUPERVISOR**

It will be the responsibility of the School Crossing Guard Supervisor to receive sick calls or absentee notices from any School Crossing Guard, fill the vacancy with a substitute guard, and contact police dispatchers and make the applicable notifications. **All regular posts must be covered. “PULLED POSTS” may or may not be covered.** The Police Department will make every reasonable effort to cover uncovered “PULLED POSTS.”

It will be the responsibility of the School Crossing Guard Supervisor to make applicable notifications regarding emergency school closings, late openings, early closures, uncovered pulled posts, and requests for police coverage.

It will be the responsibility of the School Crossing Guard Supervisor to maintain accurate time/payroll records on each School Crossing Guard. Said records will clearly document the days/hours that each School Crossing Guard (Regular or Substitute) worked during the applicable pay period. Said records will be turned in via the chain of command on the Friday, prior to payday for payment processing. Payroll is distributed on a bi-weekly schedule.

It will be the responsibility of the School Crossing Guard Supervisor to maintaining an accurate list of contact information for each School Crossing Guard, to include seniority and pay grade increases. Said increase will notices on payroll documentation.

The School Crossing Guard Supervisor will report directly to the Lieutenant of Police in charge of the School Crossing Guard program.

## **SCHOOL CROSSING GUARD**

### **WAGE GUIDE**

#### **Prior to 9/1/13**

Crossing Guards 21 Years or More	43.35 Per Day	
Crossing Guards 16 – 20 Years	41.31 Per Day	
Crossing Guards 11 – 15 Years	39.78 Per Day	WAGE GUIDE NO LONGER IN EFFECT
Crossing Guards 6 – 10 Years	37.74 Per Day	
Crossing Guards Start – 5 Years	35.96 Per Day	
Supervisor Crossing Guards	8.31 Per Day Additional	

**APPENDIX TO RIDER**  
**COVERING SCHOOL CROSSING GUARDS**  
**EMPLOYEE WAGES TO BE PAID DURING**  
**THE TERM OF THIS AGREEMENT**

<b><u>Employee</u></b>		<b><u>8/31/2013</u></b>	<b><u>9/1/2013</u></b>	<b><u>9/1/2014</u></b>	<b><u>9/1/2015</u></b>
Aspenberg, Susan	Crossing Guard	\$35.96	\$36.68	\$37.41	\$38.16
Davis, Janice	Crossing Guard	\$37.74	\$38.49	\$39.26	\$40.05
Del Rossi	Crossing Guard	\$37.74	\$38.49	\$39.26	\$40.05
Doherty, Debbi	Crossing Guard	\$51.66	\$52.69	\$53.75	\$54.82
Grist, Joan	Crossing Guard	\$41.31	\$42.14	\$42.98	\$43.84
Grottola, Deborah	Crossing Guard	\$37.74	\$38.49	\$39.26	\$40.05
Hegenbart, Kim	Crossing Guard	\$37.74	\$38.49	\$39.26	\$40.05
Larson, Adrianne	Crossing Guard	\$37.74	\$38.49	\$39.26	\$40.05
Lawler, Debra	Crossing Guard	\$37.74	\$38.49	\$39.26	\$40.05
Marks, Kathleen	Crossing Guard	\$35.96	\$36.68	\$37.41	\$38.16
McCracken, Florence	Crossing Guard	\$35.96	\$36.68	\$37.41	\$38.16
Mellon, Heather	Crossing Guard	\$39.78	\$40.58	\$41.39	\$42.21
Nugent, Michele	Crossing Guard	\$39.78	\$40.58	\$41.39	\$42.21
Pantalea, Eileen	Crossing Guard	\$43.35	\$44.22	\$45.10	\$46.00
Poley, Sue Ann	Crossing Guard	\$43.35	\$44.22	\$45.10	\$46.00
Roesberg, Ruth	Crossing Guard	\$43.35	\$44.22	\$45.10	\$46.00
Schulman, Wendy	Crossing Guard	\$35.96	\$36.68	\$37.41	\$38.16
Wescoatt, Deborah	Crossing Guard	\$37.74	\$38.49	\$39.26	\$40.05

**§ 29-12                    OFFICERS AND EMPLOYEES                    § 29-17**

- D. The compensation of Municipal Superintendent of Public Works shall be fixed annually by the governing body within the Salary Ordinance which shall be maintained on file in the office of the Municipal Clerk.
- E. The Municipal Superintendent of Public Works may achieve tenure in accordance with the provisions of N.J.S.A. 40A:9-154.6, but only if the governing body of the City of Northfield shall hereafter pass an ordinance authorizing tenure for such office.

**§§ 29-13 and 29-14. (Reserved)**

**ARTICLE VII**  
**Adult School Crossing Guards**  
**[Adopted 6-9-1977 as Ord. No. 7-77;**  
**amended in its entirety 3-7-1989**  
**by Ord. No. 5-89]**

**§ 29-15. Term of appointment.**

- A. The governing body may appoint adult school crossing guards for terms not exceeding one (1) year.
- B. Continuation of the term and qualifications for serving as an adult school crossing guard shall be as set forth within N.J.S.A. 40A:9-154.1.

**§ 29-16. Eligibility.**

Before being appointed as an adult school crossing guard, the Chief of Police of the municipality shall ascertain the eligibility of the applicant and shall make a report to the governing body.

**§ 29-17. Termination.**

Termination prior to expiration of an appointment term shall be as provided within N.J.S.A. 40A:9-154.1.

**§ 29-18. Residence requirements.**

In addition to the provisions of N.J.S.A. 40A:9-154.1, adult school crossing guards shall, at the time of appointment, be bona fide residents of the City of Northfield. However, whenever it shall be determined by the governing body of the City of Northfield that there cannot be recruited a sufficient number of qualified Northfield residents to fill the available positions, appointment shall be made giving consideration as follows:

- A. Residents of contiguous municipalities.
- B. Other residents of Atlantic County.

**§ 29-19. Fingerprinting.**

Every adult school crossing guard shall be fingerprinted prior to commencement of duties, which fingerprints shall be maintained on file with the Police Department of the City of Northfield, the New Jersey State Police and the Federal Bureau of Investigation.

**§ 29-20. Supervision; powers and duties; weapons.**

Adult school crossing guards shall be under the supervision and direction of the Chief of Police or such other chief law enforcement officer of the municipality as the Chief of Police shall designate and shall perform duties of adult school crossing guard only within the City of Northfield. Adult school crossing guards shall comply with the rules and regulations applicable to the conduct and decorum of the regular police officers of the municipality but shall not be members of the Police Force and shall not have the right to bear firearms nor the power of arrest. The duties of adult school crossing guards shall be limited to the protection of children walking on public thoroughfares within the municipality in connection with attendance at the several schools within the city and for the direction and regulation of pedestrian and vehicle traffic at the crossings and intersections where they may be situated.

§ 29-21

OFFICERS AND EMPLOYEES

§ 29-26

§ 29-21. Training.

Every adult school crossing guard shall be trained in accordance with the provisions of N.J.S.A. 40A:9-154.2.

§ 29-22. Uniform and badge.

Prior to being assigned to any post, each adult school crossing guard shall be provided with a uniform and badge in accordance with the provisions of N.J.S.A. 40A:9-154.3, which badge and uniform shall be returned to the Chief of Police upon termination or expiration of employment.

§ 29-23. Compensation; benefits.

Adult school crossing guards shall be paid at a per-hour rate, which shall be fixed annually within the Salary Ordinance of the City of Northfield.<sup>1</sup> Adult school crossing guards shall not be entitled to vacation or sick leave benefits. In the event of a death in the immediate family of an adult school crossing guard, if on the day of the funeral the adult school crossing guard had been scheduled to work, the adult school crossing guard shall be entitled to take the funeral day off and shall be paid for the hours which the adult school crossing guard would have been assigned to work had the guard been on duty. Immediate family shall include the spouse, father, mother, father-in-law, mother-in-law, maternal and paternal grandparents, sister, brother, child, foster child or any relative residing with the adult school crossing guard's household at the time of death.

§§ 29-24 through 29-26. (Reserved)

<sup>1</sup> Editor's Note: See Ch. 89, Salaries and Compensation.